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AND DISBURSEMENTS

For An Authorized Committee

2002 APR 22 P 3 32

Office Use Only

t. NAME OF COMMITTEE (in full)	USE FEC MAILING LABEL OR TYPE OR PRINT	Example: If typing, type over these lines					
David Wu for Congress							
ADDRESS (number and street) 818 SW 3RD STREET #1182							
<input type="checkbox"/> Check if different than previously reported, (ACC)	PORTLAND		OR	97205			
2. FEC IDENTIFICATION NUMBER	CITY	STATE	ZIP CODE & STATE & DISTRICT				
CD0329292			OR	01			
4. TYPE OF REPORT (Choose One)	3. IS THIS REPORT						
(a) Quarterly Reports:	<input type="checkbox"/> Primary (12P) <input type="checkbox"/> General (12G) <input type="checkbox"/> Runoff (12R) <input checked="" type="checkbox"/> April 16 Quarterly Report (Q1) <input type="checkbox"/> Conversion (12C) <input type="checkbox"/> Special (12S) <input type="checkbox"/> July 16 Quarterly Report (Q2) <input type="checkbox"/> October 16 Quarterly Report (Q3) <input type="checkbox"/> January 31 Year-End Report (YE) <input type="checkbox"/> July 31 Mid-Year Report (Non-election Year Only) (MY) <input type="checkbox"/> Termination Report (TER)						
	Election on				in the State of		
(b) 12-Day PRE-Election Report for the:							
(c) 30-Day POST-Election Report for the:							
5. Covering Period	01	01	2002	through	03	31	2002
I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.							
Type or Print Name of Treasurer	Jay Castle						
Signature of Treasurer	Electronically Filed by Jay Castle				Date		
NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 487g.							
Office Use Only							

FEC FORM 3
(Revised 4/2001)

SCHEDULE C-1 (FEC Form 3X)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

 Supplementary for
 information found on
 Page _____ of Schedule D

Federal Election Commission, Washington, D.C. 20540

NAME OF COMMITTEE (in full)

David Wu for Congress

FEC IDENTIFICATION NUMBER
C 00329393

LENDING INSTITUTION (LENDER)	Amount of Loan	Interest Rate (APR)
Full Name US Bank	100,000.00	4.85
Business Address 1001 NW 23rd Avenue	Date Incurred or Established	01/07/2002
City State Zip Code Portland, OR 97210	Date Due	01/01/2004

A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, date originally incurred
B. If line of credit: Amount of this Debit:	Total Outstanding Balance:
C. Are other parties secondary liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Debtors and guarantors must be reported on Schedule C)	
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, draft paper, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: Certificate of Deposit # 35360383388	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:	

A depository account must be established pursuant to 11 CFR 100.7(b)(1)(ii)(B) and 100.8(b)(12)(iii) Data account established:	Location of account Address:
10/1/01 2002	City State Zip:

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER Full Name Jay Castle Signature <i>Jay Castle</i>	DATE 10/10/01 2001
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H. Attach signed copy of the loan agreement.
I. TO BE SIGNED BY THE LENDING INSTITUTION:
1. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.
2. The loan will bear an terms and conditions (including interest rates) no less favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable creditworthiness.
3. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth in 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE Type Name <i>Timothy J. Flynn</i> Signature <i>Timothy J. Flynn</i>	Title J.P.	DATE 10/10/01 2001
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For Bank Use Only	Reviewed by _____
Due January 1, 2004	
Customer # 0013514429 Loan # _____	

INSTALLMENT OR SINGLE PAYMENT NOTE

DECEMBER 27, 2003

\$ 100,000.00

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. BANK N.A. (the "Bank"), the principal sum of ONE HUNDRED THOUSAND AND NO/100

Dollars (\$ 100,000.00) (the "Loan Amount").

1. Terms for Advance(s). [Choose One:]

Single Advance.

Multiple Advances. Prior to 5/2 or the earlier termination hereof, the Borrower may obtain advances from the Bank under this Note in an aggregate amount not exceeding the Loan Amount. Although this Note is expressed as payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance of the notes and on the dates specified hereinafter and such other charges provided for herein. Each advance shall be in the minimum amount of \$6,000.

2. Interest.

The unpaid principal balance will bear interest at an annual rate of 4.85%.

3. Payment Schedule.

Interest will be payable in 23 installments of \$4,385.91 each, beginning ~~January 1, 2004~~ and continuing ~~on the same date of each consecutive month thereafter that it is given~~ until all unpaid principal and accrued interest on ~~January 1, 2004~~, the maturity date.

4. Closing Fee.

If checked here, the Borrower will pay the Bank a one-time closing fee of \$ 0/2 contemporaneously with execution of this Note. This fee is in addition to all other fees, charges and costs amounts due hereunder.

5. Late Payment Fee.

Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of .5-.05% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

6. Calculation of Interest.

Interest will be computed for the actual number of days principal is unpaid, using a daily bank-stated by dividing the stated interest rate by 360.

7. Default Interest Rate.

Principal amounts remaining unpaid after the maturity thereof, whether at legal maturity or by reason of acceleration of maturity, shall bear interest from and after maturity until paid at a rate of 9% per annum plus the rate otherwise payable hereunder.

8. Maximum Rate.

In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may deduct any interest or charge previously collected against the balance due or refund the amount to the Borrower.

9. Additional Terms. This Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of this Note.

10. Financial Information. The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may reasonably request; and (iii) without request, provide the Bank with annual financial statements prepared by an accounting firm acceptable to the Bank within 120 days of the end of each fiscal year.

11. Credit Balances; Setoff. As additional security for the payment of the obligations described in this Note or any document securing or related to the loan evidenced by this Note (collectively the "Loan Documents") and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest, in addition to the express contractual right to set off against all depositary account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to retain up to five thousand dollars (\$5,000) from any account (hereinafter "Balances"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace periods under this Note or other agreements between the Borrower and the Bank) Setoff against the Obligations (whether or not the Obligations (including all other obligations) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived).

12. Payments. Payments due under this Note and other Loan Documents shall be made in lawful money of the United States, and the Bank is authorized to charge payments due under the Loan Documents against any deposit of the Borrower. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects.

13. Defaults. Notwithstanding any cure periods described below, the Borrower shall immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

- (a) Nonpayment. The Borrower shall fail to pay (i) any interest due on this Note or any fees, charges, costs or expenses under the Loan Documents by 8 days after the same becomes due; or (ii) any principal amount of this Note when due.
- (b) Nonperformance. The Borrower or any guarantor of the Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (b), (d), (e), (f), (g) or (h) of this paragraph 13) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.
- (c) Misrepresentation. Any material information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respects determined by the Bank in the exercise of its judgment as of the time when given.
- (d) Default on Other Obligations. The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any individual in excess of \$10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) Judgments. Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unexecuted judgments against the Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unexecuted, unenforced, unbroken or unappealed for a period of 30 days following the date of entry thereof.
- (f) Inability to Perform; Bankruptcy/Insolvency. (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to voluntary bankruptcy of the Obligations described herein, or any guarantor becomes insolvent in whole or in part for any reason; or (iii) any bankruptcy, insolvency or liquidation proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor dies because the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or intends in writing to disclaim its liability to pay its debts as they mature.
- (g) Adverse Change; Insolvency. (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

14. Termination of Loans; Additional Bank Rights. Upon the occurrence of any of the events identified in paragraph 13, the Bank may at any time (notwithstanding any notice requirements or grace periods under this or other agreements between the Borrower and the Bank) (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advertising funds to protect any collateral held pending collection at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

15. Acceleration of Obligations. Upon the occurrence of any of the events identified in paragraph 13(a) through 13(e) and 13(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under paragraph 13(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, nothing contained in paragraph 13 or 14 or this paragraph shall limit the Bank's right to Setoff as provided in this Note.

10. Collateral. This Note is secured by and all security interests, pledges, mortgages or titles now or hereafter in existence granted to the Bank to ensure indebtedness of the Borrower to the Bank (unless prohibited by law), including, without limitation, as described in the following documents: COLLATERAL AGREEMENT DATE 12/27/03.

13. **Grammatical Introducer** is generated by

18. Additional Bank Rights. Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

10. Warranties. The Borrower makes the following warranties: (A) if the Borrower is a corporation or partnership, it is a validly existing corporation or partnership (as applicable), in good standing under the laws of its state of organization, and has all requisite power and authority, corporate or otherwise, and possession of franchises necessary, to conduct its business and own its properties; (B) The execution, delivery and performance of this Note and all other Loan Documents (i) are within the Borrower's power; (ii) have been duly authorized by proper corporate or partnership action (as applicable); (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound; (C) This Note and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms.

20. **Waivers; Relationship to other Documents.** All Borrowers, endorsers, sureties and guarantors waive presentments, protest, demand, and notice of dishonor. The warranties, covenants and other obligations of the Borrower (and rights and remedies of the Bank) in this Note and all related documents are intended to be cumulative and to supplement each other.

21. Expenses and Attorneys' Fees. The Borrower will reimburse the Bank and any participant in the Obligations ("Participant") for all attorneys' fees and all other costs, time and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Note or any of the other Loan Documents, including attorneys' fees and all other costs and fees: (a) incurred before or after commencement of litigation or action, or appeal or in any other proceeding; (b) incurred in any bankruptcy proceeding; and (c) related to any waivers of agreements with respect thereto (including of costs and fees) which but are not limited to leases and covenants: filing, perfecting or confirming the priority of the Bank's Lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral for the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection before and after judgment, and the costs of preservation under Regulation of any collateral.

22. Applicable Law and Jurisdiction; Interpretation; Joint Liability; Governing Law. This Note and all other Loan Documents shall be governed by and interpreted in accordance with the internal laws of the State of Delaware, except to the extent superseded by Federal law. Invalidity of any provisions of this Note shall not affect any other provision. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON CONVENIENCE, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, OR ENFORCEMENT OF ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT OF THE COLLATERAL. ANY OTHER LOAN DOCUMENT, OR THE BANK'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR THE BANK'S RIGHT TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COMPETENT COURTS OF ANY OTHER JURISDICTION OR JURISDICTIONS. THIS NOTE, THE OTHER LOAN DOCUMENTS AND ANY AMENDMENTS HERETO (REGARDLESS OF WHEN EXECUTED) WILL BE DEEMED EFFECTIVE AND ACCEPTED ONLY UPON THE BANK'S RECEIPT OF THE EXECUTED ORIGINALS THEREOF. IF THERE IS MORE THAN ONE BORROWER, THE LIABILITY OF THE BORROWERS SHALL BE JOINT AND SEVERAL, AND THE REFERENCE TO "BORROWER" SHALL BE DEEMED TO REFER TO ALL BORROWERS. INVALIDITY OF ANY PROVISION OF THIS NOTE SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PROVISION.

any provision of this Note shall not affect the validity of any such provision.

22. Participations/Guarantors/Successors. The Bank may, at its option, sell all or any interest in the Note and other Loan Documents to other Republic institutions (the "Participants"), and in connection with such sale(s) (and thereafter) (unless any financial institution the Bank may have concerning the Borrower to any such Participant or potential Participant from time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and file loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all representations

advised by its financial advisers; and other matters which may be relevant to the Guarantors' obligations to the Bank. The rights, options, powers and remedies granted in this Agreement and the other Loan Documents will extend to the Bank and to its successors and assigns, will be binding upon the Borrower and its successors and assigns and will be applicable hereto and to all renewals and/or extensions hereof.

24. Copies: Entire Agreement; Modification. The Borrower hereby acknowledges the receipt of a copy of this Note and of other documents furnished by the Lender.

Loan Documents.
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

25. Waiver of Jury Trial. The Borrower and the Bank hereby jointly and severally waive any and all right to trial by jury in any action or proceeding relating to any of the Loan Documents, the obligations thereunder, any collateral securing the obligations, or any transaction arising therefrom or thereunder, and each waives trial by jury in any action or proceeding relating to the interpretation, construction or enforceability of any of the Loan Documents. The Borrower and the Bank each represents to the other that this waiver is knowingly, willingly and voluntarily given.

26. Attachments. All documents attached hereto, including any appendices, schedules, exhibits, and exhibits to the
Agreement or Single Payment Note, are hereby expressly incorporated by reference.

新編日本書紀傳 卷之二

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20/21

Recent Non-profit Organizations

28/29

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Exhibit

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BONNIE FERGUSON —————

AUTHORIZATION FOR PAYMENTS

This Authorization forms a part of the promissory note and related loan agreement, it say (collectively the "Agreement") dated SEPTEMBER 27, 2001, between DAVID MURKIN COMMERCIAL (the "Borrower") and U.S. BANK N.A. (the "Bank"), in the principal amount of \$ 100,000.00.

The Bank is instructed to debit Account Number 1-536-0646-6511 for all payments due under the terms of the Agreement or any related documents.

Dated as of: SEPTEMBER 27, 2001

(Individual Borrower)

DAVID MURKIN COMMERCIAL
Borrower Name (Original Signature)

(SEAL)

a. Service Non-Profit Organization

Borrower Name

N/A

By _____
Name and Title AUTHORIZED SIGNER

(SEAL)

By _____
Name and Title

Borrower Name

N/A

U.S. BANK N.A.
By JAMES J. FISHER
Name and Title THE U.S. BANK, NATIONAL BANKING ASSOCIATION

**AUTHORIZATION FOR BORROWING AND PLEDGING ASSETS
AND/OR PROVIDING GUARANTEES**

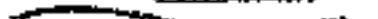
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NAME OF ORGANIZATION

THE JURISDICTION IDENTIFIED ABOVE IS ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS

WHEREAS, it is necessary for this organization to enter into financial accommodations with G. S. BANK, N.A.
(the Bank) from time to time;

Now, THEREFORE, RESOLVED, that any 3 of the representatives of this organization denoted below

Name	TIME	SUPERVISOR SIGNATURE
1) DAVID WU	CONFIRMATION	
2) JULIE TIPPINS	CHARGE	
3)		

2] _____
is (are) authorized, on behalf of and in the name of this organization, (a) to borrow money from the Bank from time to time in such amounts as such representative(s) shall deem advisable; (b) to make, execute, and deliver to the Bank, from time to time, loan agreements, debenture agreements, notes, applications for letters of credit, and other evidence of or agreements concerning such indebtedness, in such amounts and with such securities, at such rates of interest, and upon such terms and conditions as said representative(s) shall approve; (c) to pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of this organization, to execute, and deliver to the Bank such security instruments, chattel mortgages, assignments, financing statements, real estate mortgages, deeds of trust, leases or rental assignments, assignments of life insurance, agreements not to encumber, or other agreements respecting any or all interests in real or personal property now owned or hereafter acquired by this organization as may be required by the Bank to secure any obligations of this organization to the Bank, now existing or hereinafter arising, all upon such terms and conditions as said representative(s) shall approve, and to perform such acts required of this organization in such agreements or otherwise to perfect such security interest; (d) to sell to the Bank, with or without recourse, accounts, contract rights, general intangibles, instruments, documents, utilized paper, equipment, inventory, insurance policies, deposit accounts, rights in action or other personal property of this organization; (e) to endorse or assign such property to the Bank, and from time to time to withdraw and make distributions of such property, or to sell such property to third persons and cause the proceeds of such sales to be applied against the obligations of this organization to the Bank; (f) to give endorsements, guarantees or other financial accommodations to the Bank on behalf of third parties or (g) to endorse and deliver for discount with the Bank, notes, certificates of deposit, bills of exchange, orders for the payment of money, utilized paper, commercial or other business paper, however drawn, either belonging to or coming into the possession of this organization. The signature(s) of said representative(s) appearing on any of the foregoing instruments shall be conclusive evidence of (his/her) (their) approval therof.

FURTHER RESOLVED, that any authority granted to the representatives of this organization shall continue in full force and effect, and said Bank may rely thereon in dealing with such representatives unless and until written notice of any change in or revocation of such authority shall be delivered to said Bank by the officers of Commercial Loan Contractors by a representative of this organization; and any action taken by said representatives and relied on by said Bank pursuant to the authority granted herein prior to its receipt of such written notice shall be fully and conclusively binding on this organization. The death or withdrawal from the organization of any representative shall not revoke the authority granted to such representative hereunder until notice so delivered to the Bank to the officers of Commercial Loan Contractors; and such revocation shall not affect any prior actions taken by such representative or the authority of the remaining authorized representatives to act on behalf of the organization, and the Bank may rely on such undelivered authority.

FURTHER RESOLVED that the actions of any representative of this organization heretofore taken in borrowing money from the Bank for and on behalf of this organization, and in incurring such indebtedness in any manner authorized herein, and in parting with property of this organization to the Bank with or without recourse, and in dealing with the Bank concerning and other business thereto, be and the same hereby are in all respects ratified, confirmed and approved.

FURTHER RESOLVED, that in consideration of any loans or other financial accommodation made by the Bank to the organization, this organization shall be authorized to and shall assume full responsibility for and hold the Bank harmless from any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimile thereof, of any person or persons acting as representatives of the organization designated above regardless of whether or not the use of the facsimile signature was lawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been attached to any instrument; such signature is responsible for the execution of the signature as provided to the Bank; or for refusing to honor any signatures not provided to the Bank; and that this organization agrees to indemnify the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action. The foregoing indemnification shall be effective and may be enforced by the Bank upon notice to the Bank of a copy of this resolution.

FURTHER REAFFIRMED that all prior authorizations of this organization authorizing the borrowing of money from the Bank and the securing thereof, be and they hereby are rescinded and superseded as to all borrowings from the Bank and security transactions with respect thereto effected after the date of adoption of these resolutions.

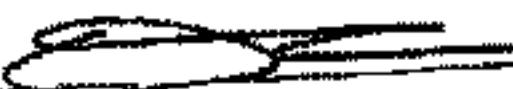
The undersigned hereby certify and warrant as follows:

1. The undersigned are all of the representatives of the organization. The organization is a validly existing organization in good standing, and has not been dissolved or reconstituted.
2. The resolutions/authorizations contained herein are hereby adopted by the undersigned on behalf of the organization.
3. The undersigned warrant that such resolutions/authorizations contained herein do not violate or conflict with the terms of any organization agreements of this Organization, as amended (the "Organization Agreement"), or any other agreements affecting the Organization or any of its representatives.
4. A certified copy of the organizational documents for this Organization have been delivered to the Bank or will be delivered to the Bank including a true, correct and complete copy of the Organization Agreement, including all amendments; and the Organization Agreement is presently in full force and effect. Copies of all subsequent amendments to the Organization Agreement will be delivered to the Bank immediately after adoption.
5. Each representative hereby appoints each of the other representatives his or her agent for service of process on the organization.
6. The signatures of the representatives below shall also constitute specimen signatures for the individuals authorized to act on behalf of the organization, and the undersigned certify that such signatures are true and correct.

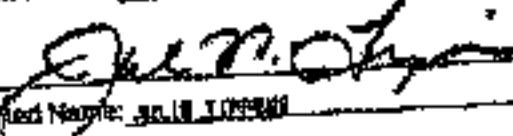
Dated as of 12-27-01

Authorization by Representatives

The undersigned are all of the representatives of the organization who are required to provide the above-described authorizations:



Printed Name: DAVID J. O'BRIEN



Printed Name: JOHN W. JOHNSON



Printed Name: [unclear]

Printed Name: [unclear]

Printed Name: [unclear]

Printed Name: [unclear]

COLLATERAL PLEDGE AGREEMENT

This Collateral Pledge Agreement (the "Agreement") is made and entered into by the undersigned lessor(s), guarantor(s) and/or other obligor(s)/pledgor(s) (the "Debtor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth on the last page of this Agreement.

ARTICLE I - COLLATERAL PLEDGE; SECURITY INTEREST; DEFINITIONS

1.1 Grant of Security Interest/Collateral Pledge. In consideration of any financial accommodation at any time granted by Bank to Debtor under DAVID KJZ 208 CONGRESS (the "Borrower") and to secure the Obligations (as defined below), the Debtor or the parties hereto to the Collateral Agreements of Obligations of Debtor and Borrower to Bank, whether or not such Obligations exist under this Agreement or any other agreements between Debtor and Bank (or Borrower and Bank), whether now or hereafter existing, including, without limitation, any note, any loan or security agreement, any lease, any mortgage, any deed of trust, any pledge of an interest in real or personal property, any guaranty, any letter of credit or banker's acceptance, and any other agreement for services, financial accommodations or credit extended by Bank to Debtor and/or Borrower even though not specifically described herein (together and individually, the "Loan Documents").

1.2 "Collateral" means all of the following property whether now owned or existing or hereafter acquired by Debtor (or by Debtor with respect): investment property (including any securities entitlements and/or securities accounts held by Debtor); securities; certificates of deposit; instruments; notes; deposit accounts; credits; any other property in the possession of Bank or under the control of Bank (including any property held by a securities intermediary or held by third parties as possessory agent for Bank) now or hereafter,不论 of what rights; all general intangibles related thereto; all renewals thereof, substitutions therefor; and all proceeds and supporting obligations thereof (such as stock splits, interest, dividends, profits and rentals).

If box is checked, a further description of the Collateral continues on Exhibit A hereto.

1.3 "Obligations" means all Debtor's and Borrower's debts (except for consumer credit if Debtor or Borrower is a natural person), liabilities, obligations, covenants, warranties and titles to Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and all other debts and obligations due Bank under any lease, contingent, real estate or other financing transaction and regardless of whether such financing is related in time or type to the financing provided at the time of grant of this security interest, and regardless of whether such Obligations step out of existing or future credit granted by Bank to any Debtor, its any Borrower, to any Debtor or any Borrower and others, to others guaranteed, endorsed or otherwise secured by any Debtor or any Borrower, or to any debtor-in-possession or other successor-in-interest of any Debtor or any Borrower and includes principal, interest, fees, expenses and charges relating to any of the foregoing.

1.4 Other Definitions. Unless otherwise defined, the terms set forth in this Agreement shall have the meanings set forth in the Uniform Commercial Code as adopted in the Loan Documents and as amended from time to time. The defined terms hereunder shall be interpreted in a manner most favorable to Bank.

ARTICLE II - WARRANTIES AND COVENANTS

In addition to all other warranties, representations and covenants in the Loan Documents which are expressly incorporated herein (except those dealing solely with Borrower described in the Loan Documents, if Debtor and Borrower are different entities) as part of the Agreement and while any one of the credit granted Debtor or Borrower under the Loan Documents is available or any Obligations of Debtor or Borrower to Bank are unpaid or outstanding, Debtor unconditionally warrants and agrees as follows:

2.1 Debtor's Name, Location, Nature of Location Occupied. Except as indicated in the Article 9 Certificate executed by Debtor and made a part hereof, Debtor's name and organizational structure has remained the same during the past five (5) years. Debtor will continue to use only the name set forth with Debtor's signature unless Debtor gives Bank prior written notice of any change. Furthermore, Debtor shall not do business under another name nor use any trade name without giving ten (10) days prior written notice to Bank. Debtor shall not change its status or organizational structure without the prior written consent of Bank. Debtor will not change its location or registration if Debtor is a registered organization to another state without prior written notice to Bank. The address appearing in the Article 9 Certificate is Debtor's chief executive office (or residence if Debtor is a sole proprietor).

2.2 Accuracy of Information/Verification. All information, certificates and statements given to Bank pursuant to this Agreement will be accurate and complete when given. Also, Bank may verify Collateral in any manner and Debtor shall assist Bank in so doing.

2.3 Organization and Authority. The execution, delivery and performance of this Agreement and the other Loan Documents to which Debtor is a party: (i) are within Debtor's power; (ii) have been duly authorized by a proper corporate, partnership or limited liability company resolution (if applicable); (iii) do not require the approval of any governmental agency, entity or person; and (iv) will not violate any law, agreement or resolution by which Debtor is bound. This Agreement is the legal, valid and binding obligation of Debtor, and is enforceable against Debtor in accordance with its terms.

2.4 Warranty of Title/Status of Collateral. The Collateral is genuine and Debtor has good title to the Collateral. The Collateral which evidences or constitutes third-party payment obligations to Debtor is fully enforceable in accordance with its terms, and not subject to dispute, setoff, adverse claim, defense, or adjudication by such third party (including, any counterclaim thereto or cause) except as permitted in writing by Bank. Debtor will promptly provide Bank with written notice of anything that would impair the ability of any third-party obligor as to the Collateral from making payment to Debtor when due. The Collateral is not subject to any restrictions on transfer and/or disposition by Debtor or Bank. Debtor acknowledges that the Collateral constitutes "cash collateral" for purposes of 11 U.S.C. § 363.

2.5 Ownership/Maintenance of Collateral; Restrictions on Liens and Dispositions. Debtor is the sole owner of the Collateral free of all liens, claims, other encumbrances and security interests except as permitted in writing by Bank. Debtor will: (i) maintain the Collateral, and not permit its value to be impaired; (ii) not permit waste, removal or loss of identity of the Collateral; (iii) keep the Collateral free from all liens, adverse claims, exceptions, attachments, claims, encumbrances and security interests (other than Bank's sole and paramount security interest and those interests permitted in writing by Bank); (iv) defend the Collateral against all claims and legal proceedings by persons other than Bank; (v) pay and discharge when due all taxes, levies and other charges or fees which may be assessed against the Collateral (except for payment of taxes contested by Debtor in good faith by appropriate proceedings so long as no action is taken against the Collateral); (vi) not sell or transfer the Collateral to any party; (vii) not permit the Collateral to be levied or lien has been imposed upon the Collateral; (viii) not assign or transfer the Collateral to any party; (ix) preserve Bank's rights and security interest in the Collateral against all other parties; and (x) not make any instructions or entitlement orders which are contrary to the terms of this Agreement. Debtor will promptly deliver to Bank a copy of any notices, statements or communications received by Debtor regarding the Collateral.

2.6 Maintenance of Security Interest. Debtor will take any action requested by Bank to preserve the Collateral and to perfect, establish the priority of, continue perfection and enforce Bank's interest in the Collateral and Bank's rights under this Agreement (including the delivery of any stock or bond powers and anti-dilutionary documents by Debtor); and Debtor will pay all costs and expenses related thereto. Debtor shall also cooperate with Bank in obtaining control (for purposes of perfection under the Uniform Commercial Code) of Collateral consisting of deposit accounts, investment property, letters of credit rights, electronic chattel paper and any other collateral where Bank may obtain perfection through control. Debtor hereby authorizes Bank to take any and all actions described above and in place of Debtor with respect to the Collateral and hereby ratifies any such actions Bank has taken prior to the date of this Agreement and hereafter, which actions may include, without limitation, filing UCC financing statements and blocking or attempting to obtain control agreements from holders of the Collateral.

2.7 Insurance. Debtor will be responsible for maintaining insurance on the Collateral covering such risks and with such insurance as is usual and customary; and Bank will not be responsible for insuring the Collateral.

2.8 Delivery of Collateral; Proceeds

(a) Except as provided in writing by Bank, all proceeds of, substitutions for and distributions relating to the Collateral received by Debtor will be held by Debtor in express trust for Bank, will not be commingled with any other funds or property of Debtor, and will be turned over to Bank to precisely the form received (but endorsed by Debtor, if necessary) not later than the business day following the day of their receipt by Debtor; and all proceeds of, substitutions for and distributions relating to the Collateral will be held by Bank as Collateral hereunder.

(b) Notwithstanding the provisions of 2.8(a) above and absent a default hereunder, Debtor may retain all regularly subdivided and/or apportioned cash dividends or distributions paid to Debtor regarding the Collateral.

(c) Debtor will immediately deliver in trust to Bank all original security certificates, safekeeping receipts and all other evidence of ownership and/or title to the Collateral ("Certificates"). Furthermore, Debtor agrees to direct, in writing, the all banks and entities holding or controlling any Certificates promptly and directly transmit all such Certificates to Bank.

2.9 Possessory Agency Agreements; Control Agreements; Collateral in "StreetName". Upon the request of Bank, Debtor will promptly obtain from any entity holding or controlling any Collateral or Certificates such documents as Bank deems necessary to evidence its security interest in and exclusive possession of such Collateral and Certificates, including, without limitation, an exclusive possessory agency agreement or control agreement satisfactory to Bank; or as to any securities account(s) or security entitlement(s), nominative Bank as sole entitlement holder with respect thereto. Debtor agrees that Bank has control over all investment property pledged by Debtor and directly or indirectly held by Debtor (including Bank) and/or issuer to comply with any instructions or entitlement orders of Bank or to the extent without further consent of Debtor. In the event Bank acts in the capacity of a securities intermediary with respect to the Collateral, this Agreement shall give Bank "control" of the Collateral, as that term is defined in the Uniform Commercial Code. If any Collateral is not registered in Debtor's legal name, Debtor will furnish Bank with satisfactory written proof of Debtor's bona fide ownership of same. Upon request of Bank, Debtor will have any Collateral registered in Debtor's legal name at Debtor's expense.

2.10 Book-Entry Government Securities; U.S. Savings Bonds. As to any item of Collateral constituting a book-entry U.S. Government security held under the "pository direct" system of any U.S. savings bond, such items of Collateral will not be deemed "securities" Collateral.

2.11 Tax Forms. If requested by Bank, Debtor will complete and deliver to Bank Form W-9 (Payer's Request for Taxpayer Identification Number), or any successor form thereto, for each item of Collateral pledged to Bank and any other informational tax filings required by federal and state taxing authorities with regard to the Collateral.

2.12 Minimum Collateral Coverage; Acceptable Collateral. At all times, Debtor will maintain with Bank acceptable Collateral having a market value (as determined by Bank) equal to 100 % of the then outstanding principal amount of the Obligations (the "Minimum Collateral Coverage"). In the event Debtor fails to maintain the Minimum Collateral Coverage, Debtor will deliver to Bank additional acceptable Collateral necessary to restore the Minimum Collateral Coverage upon five (5) business days prior written notice from Bank, or Bank may declare Debtor in default hereunder.

2.13 Regulation U Form. If any Collateral is "margin stock" under Regulation U of the Federal Reserve Board, Debtor will deliver to Bank a completed Form U-1 satisfactory to Bank upon request.

2.14 Holding Periods. If any of the Collateral constituting a "security" under any federal securities laws ("Securities Collateral") does not qualify under SEC Rule 144(k) as being held for two (2) years in the hands of Bank at any time, such Securities Collateral will not be deemed to qualify as acceptable Collateral hereunder unless so stated to in writing by Bank (and Bank may require Debtor to provide Bank with Securities Collateral which will meet such qualifications under SEC Rule 144(k)). Debtor will promptly furnish to Bank such information as Bank deems necessary to comply with federal and/or state securities laws as to the holding and disposition of any such Collateral, and to determine the status of the Collateral under federal and/or state securities laws (including, without limitation, an opinion of counsel as to the status of the Collateral under federal and state securities laws); all in form satisfactory to Bank and at Debtor's expense.

ARTICLE 1B - RIGHTS AND DUTIES OF BANK

In addition to all other rights (including setoff) of Bank under the Loan Documents which are expressly incorporated herein as a part of the Agreement, the following provisions will also apply:

3.1 Authority to Perform for Debtor/Equipment Holder. To facilitate Bank's ability to preserve and dispose of the Collateral, Debtor unconditionally appoints any officer of Bank as Debtor's attorney-in-fact (coupled with an interest and irrevocable while any Obligations remain unpaid) to do any of the following upon default by Debtor hereunder (notwithstanding any notice requirements or grace/notice periods under this or any other agreements between Debtor and Bank): to file, endorse the name of Debtor on any Collateral, financing statements, checks, drafts, money orders and insurance claims or payments, and any documents needed to perfect, protect and/or realize upon Bank's interest in the Collateral; to nominate itself as equipment holder as to any or all of the Collateral; and to do all such other acts and things necessary to carry out Debtor's obligations under this Agreement and the other Loan Documents. All acts taken by Bank pursuant to the above-described authority are hereby ratified and approved, and Bank will not be liable to Debtor for any acts of commission or omission, nor for any errors of judgment or mistakes in undertaking such actions except for Bank's willful misconduct. For good and valuable consideration, Debtor agrees not to assert any claim against any third-party (including any lessor or any securities intermediary) holding Collateral for complying with Bank's requests hereunder, and Debtor waives any claims against such third parties for actions taken at the request of Bank.

3.2 Collateral Preservation. Bank will use reasonable care in respect to any Collateral in its physical possession but in determining such standard of reasonable care, Debtor expressly acknowledges that Bank has no duty to: (i) insure the Collateral against hazards; (ii) protect the Collateral from seizure, levy, garnishee or扣留 by third parties, or acts of God; (iii) give to Debtor any notices, account statements, proxies or communications received by Bank regarding the Collateral; (iv) perfect or otherwise perfect any security interests in the Collateral in favor of Debtor; (v) inform Debtor of any decline in the value of the Collateral or the exercise of any option or election with respect to the Collateral; (vi) take any action to enable or manage the Collateral; (vii) exercise, preserve or notify Debtor with respect to any encumbrance, right, title, claim, redemption, conversion, matures, offers, tenders and other rights or requirements regarding the Collateral or Debtor's interest therein; or (viii) sue or otherwise take action to protect Debtor's or Bank's interest in the Collateral. Notwithstanding any failure by Bank to use reasonable care in preserving the Collateral, Debtor agrees that Bank will not be liable to Debtor for consequential or special damages arising from such failure. The foregoing also apply if Bank is designated equipment holder as to any Collateral.

3.3 Setoff. As additional security for the payment of the Obligations, Debtor hereby grants to Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of Debtor now or hereafter in the possession of Bank and the right to refuse to allow withdrawal from any account (collectively "Setoff"). Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/notice periods under this or other agreements between Debtor or Borrower and Bank), Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any demand or contemporaneous notice or demand of any kind to Debtor, such notice and demand being expressly waived.

ARTICLE IV - DEFAULTS AND REMEDIES

4.1 Defaults. Notwithstanding any cure periods described below, Debtor will immediately notify Bank in writing when Debtor obtains knowledge of the occurrence of any default specified in this Agreement or any of the other Loan Documents. A default shall occur hereunder if Debtor and/or Borrower fails to comply with the terms of any Loan Documents (including this Agreement or any guaranty by Debtor), a demand for payment is made under a demand loan, or any other obligor fails to comply with the terms of any Loan Documents for which Debtor has given Bank a guarantee or pledge.

4.2 Termination of Lease; Additional Bank Rights. Upon the occurrence of any of the events identified in Section 4.1, Bank may at any time (notwithstanding any notice requirements or grace/notice periods under this or other agreements between Debtor or Borrower and Bank): (i) immediately terminate the obligation, if any, to make additional loans to Debtor or to Borrower; (ii) setoff; and/or (iii) take

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such other steps to protect or preserve Bank's interest in the Collateral; all without demand or further notice of any kind, all of which are hereby waived. In addition to Bank's other rights, Debtor irrevocably appoints Bank as attorney-in-fact with full power of substitution and collection thereof as fully as Debtor might do. This power remains effective so long as any of the Obligations are unpaid.

2.5 Acceleration of Obligations. Upon the occurrence of an event of default as provided in Section 4.1 above or if at any time during any applicable cure period, Bank may at any time thereafter, by written notice to Debtor, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable, and the unpaid balance will thereupon be due and payable, ad extraid presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Notwithstanding the above, to the extent any of the Obligations referred to herein are payable upon demand, nothing herein will restrict nor negate the demand nature of such Obligations. Nothing contained in Article IV will limit Bank's right to setoff as provided in Sections 3.3 and 4.2.

Setoffs provided in Sections 3.3 and 4.2.

4.4 Remedies. After maturity of any of the Obligations, or a default hereunder, without notice or demand of any kind, Bank may: (i) transferory of the Collateral into its name or that of its nominee, or claim its right to be an entitlement holder as to any Collateral without notice to or consent of Debtor; (ii) in Debtor's name or otherwise dispose of and/or collect any Collateral by bulk or otherwise; or demand or exchange all or any part of the Collateral or compromise, extend, renew or modify any obligation evidenced by the Collateral; (iii) exercise all of Debtor's rights as an entitlement holder and/or owner of the Collateral; (iv) dispose of the Collateral as provided for herein and at law; and (v) notify any issuer, transfer agent or securities intermediary, or holder of any Collateral or Certificate of this pledge of the Collateral, and direct such issuer, transfer agent or securities intermediary to comply with all instructions and entitlement orders originated by Bank without further consent of Debtor, and/or deliver directly in trust to Bank any Collateral, Certificates and subsequent issues of stock, dividend payments or other distributions pertaining to the Collateral or arising from Debtor's ownership of the Collateral; and in each case Debtor hereby unconditionally grants such persons to comply with Bank's requests in all respects.

4.5 Cumulative Remedies; Notice; Waiver. In addition to the remedies set forth herein, Bank will have all other rights and remedies for default provided by the Uniform Commercial Code, as well as any other applicable law, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO REPOSSESS AND DISPOSE OF THE COLLATERAL WITHOUT JUDICIAL PROCESS. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Bank would otherwise have. With respect to such rights and remedies:

(a) **Notice of Disposition.** Written notice, when required by law, sent to my address at the time it was originally provided to Bank, at least five (5) calendar days [counting the day of mailing] before the date of a proposed disposition of the Collateral will be deemed reasonable unless less notice may be reasonable under the circumstances.

(b) Possession of Collateral/Commercial Real Estate. Bank shall not, at any time, be deemed to have lost possession or control of the Collateral. With respect to Collateral, the possession or control of Bank, Debtor and Bank agree that as a standard for determining commercial reasonableness, (and in addition to the provisions of Section 3.2 above) Bank need not liquidate, collect, sell or otherwise dispose of any of the Collateral it deems believed, in good faith, that disposition of the Collateral would not be commercially reasonable, would subject Bank to third-party claims of liability, would cause Bank to violate federal or state securities laws, that other potential purchasers could be attracted or that a better price could be obtained if Bank held the Collateral for up to 2 years. Bank may sell Collateral without giving any warranties and may specifically disclaim any warranties or representations of the like. Furthermore, Bank may sell the Collateral on credit (and reduce the Obligations only when payment is received from the buyer), at wholesale and/or with or without an agent or broker; Bank need not register any securities collateral under state or federal law; and Bank need not complete, process, or otherwise prepare the Collateral for disposition. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Debtor shall be credited with the cash proceeds of the sale. Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and bankruptcy will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(g) Waiver by Debtor. Bank has no obligation and Debtor waives any obligation to mitigate, to the extent of collecting the obligations from any third parties and Bank may release, modify or waive any collateral provided by any third party to secure any of the Obligations, all without affecting Bank's rights against Debtor. Debtor further waives any obligation on the part of Bank to establish any cause in favor of Debtor or in payment of the Obligations. Notwithstanding any provisions in this Agreement or any other agreements between Debtor and Bank, Debtor does not waive any statutory rights except to the extent that the waiver thereof is permitted by law.

(d) Waiver by Bank. Bank may permit Debtor to abstain to remedy any default without waiving any other enforcement or prior default by Debtor. Furthermore, delay on the part of Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercises thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless Bank has expressly agreed in writing to such waiver or suspension.

APPENDIX - MISCELLANEOUS

ARTICLE V - MISCELLANEOUS

5.1 Relationship to Other Documents. The warranties, representations, covenants and duties of Debtor (and the rights and remedies of Bank) that are outlined in this Agreement and the other Loan Documents are intended to supplement each other. In the event of any conflict between the terms of this Agreement and the other Loan Documents, the terms of this Agreement shall control.

event of any inconsistencies between the terms in the Loan Documents and this Agreement, all such inconsistencies will be construed so as to give Bank the most favorable rights. Furthermore, Debtor and Bank waive any presumption or rule tantamount to construction of this Agreement against the debtor.

5.2 Notices. Notices of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by tele, (d) received by teletype, (e) received through the internet, or (f) when personally delivered.

5.3 Nature of Liability/Successors. The rights, powers and remedies granted in this Agreement to Bank will extend to Bank's successors, Participants (as defined below) and assigns, and the provisions of this Agreement will be binding upon Debtor and its successors and assigns. All Debtors are jointly and severally liable under this Agreement.

5.4 Expenses and Attorneys' Fees. Debtor will reimburse Bank and any participant in the Loan Documents (the "Participant") for all fees and out-of-pocket disbursements incurred by Bank and any Participant in connection with preparation of this Agreement; all fees and out-of-pocket disbursements incurred by Bank in establishing and confirming the priority of Bank's security interest in the Collateral; any confirmations, studies or appraisals of Debtor's business operations and the Collateral; the amendment, administration, defense and enforcement of this Agreement or of any of the other Loan Documents, and any waivers with respect thereto. Debtor also will reimburse Bank and any Participant for all costs of collection, including all attorneys' fees, before and after judgment, and all costs of preservation and/or liquidation of the Collateral.

5.5 Applicable Law and Jurisdiction; Interpretation and Modification. This Agreement and all other Loan Documents will be governed by and interpreted in accordance with the laws of the state of NEBOK. Validity of any provision of this Agreement will not affect the validity of any other provision. The provisions of this Agreement and the other Loan Documents will not be altered, amended or waived without the express written consent of Bank (and Debtor, where appropriate). DEBTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OF FEDERAL JURISDICTION OF BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS AGREEMENT, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein will affect Bank's right to serve process in any manner permitted by law, or limit Bank's right to bring proceedings against Debtor in the competent courts of any other jurisdiction if jurisdiction. This Agreement and any amendments hereto (regardless of when executed) will be dated effective and accepted only at Bank's main office, and only upon Bank's receipt of the executed originals thereof.

5.6 Copies; Entire Agreement; Modification. Debtor hereby acknowledges the receipt of a copy of this Agreement and the other Loan Documents.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. DEBTOR AND BANK MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE WILL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER LOAN DOCUMENTS NOW IN EFFECT BETWEEN DEBTOR AND/OR BORROWER AND BANK. A MODIFICATION OF ANY OTHER LOAN DOCUMENTS NOW IN EFFECT BETWEEN DEBTOR AND/OR BORROWER AND BANK, WHICH OCCURS AFTER RECEIPT BY DEBTOR OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH LOAN DOCUMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

5.7 Waiver of Jury Trial. DEBTOR AND BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THIS AGREEMENT, THE OBLIGATIONS THEREUNDER, THE COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. DEBTOR AND BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

5.8 Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Agreement, are hereby expressly incorporated by reference.

(SIGNATURES) ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned has/have executed this Collateral Pledge Agreement as of 07/03/2017, 2017.

(INDIVIDUAL DEBTOR)

Debtors Name N/A _____ (Name)

Debtors Name N/A _____ (Signature)

Debtors Name N/A _____ (Name)

DAVID MU FOR CUNNINGHAM
Debtors Name (Organization)

By DAVID MU Profit Organization

Name and Title Autumn Ridge Events

By _____

Name and Title _____

EXHIBIT A

DATED: December 22, 2001

Description of Collateral (CDs, Notes, Bonds, etc.)	Face Amount/ID No./Renewal/Entry Date
1. <u>CERTIFICATE OF DEPOSIT</u>	110,000.00 9200-000-0073536-03833338 /MOTD 200101
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Attach copy of each certificate, cashiership receipt, bond, stock certificate, etc., listed above.

U.S. Bank National Association
U.S. Bank, Portland Main
MEMBER FDIC
BANK/BRANCH NO: 384 / 02270

**CERTIFICATE OF DEPOSIT
AGREEMENT & RECEIPT
NON TRANSFERABLE**

DEPOSITOR(S) NAME AND ADDRESS		ACCOUNT NO: 352609653388
DAVID WY FOR CONGRESS 331 SW MORRISON #436 PORTLAND OR 97205		SINGLE MATURITY
SOCIAL SECURITY NO: 91-1644938		THIS CERTIFICATE WILL NOT AUTOMATICALLY RENEW AT MATURITY.
DATE OF DEPOSIT: 01/07/02	INTEREST RATE: 2.3500%	
DEPOSIT AMOUNT: \$250,000.00	ANNUAL PERCENTAGE YIELD: 2.35%	
YOUR ACCOUNT WILL MATURE ON: 01/01/04		
YOUR ACCOUNT WILL MATURE IN: 724 DAYS		
I. INTEREST WILL BE COMPOUNDED AND CREDITED <u>annually</u>		
INTEREST WILL BE PAID OUT <u>BY CHECK</u>		
TRANSFER TO _____		
ACCOUNT TERMS		
<ul style="list-style-type: none"> * The interest rate and annual percentage yield for your account are indicated at the top of this document. You will be paid this rate until the maturity date of the certificate. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings. Interest begins to accrue on the business day you deposit noncash items (e.g., checks). We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. * This account will not automatically renew at maturity. If you do not renew the account, your deposit will not earn interest beyond the maturity date. * This certificate is an agreement to keep funds on deposit with the bank until the current maturity date. Except as prohibited by law, withdrawal prior to maturity will be permitted only with consent of the bank which may only be given at the time of withdrawal. * Except as prohibited by law, we will impose a penalty if you withdraw any of the deposited funds before the maturity date. The penalty will be assessed on the amount withdrawn. The fee imposed will equal Three (3) months interest on accounts with terms less than one (1) year; Six (6) months interest on accounts with terms one (1) year or greater. * You may not make deposits into or withdrawals from your account until the maturity date, except as permitted by law. * This deposit is not transferable. This certificate may not be sold to any person other than the named depositor(s). Any person requesting payment of this certificate will be required to establish to the satisfaction of the bank, that [s/he] is the depositor. 		

Federal Election Commission

**ENVELOPE REPLACEMENT PAGE
FOR INCOMING DOCUMENTS**

The Commission has added this page to the end of this filing to indicate how it was received.

<input type="checkbox"/>	Hand Delivered	Date of Receipt
<input type="checkbox"/>	First Class Mail	POSTMARKED
<input checked="" type="checkbox"/>	Registered/Certified Mail	POSTMARKED (R/C)
<input type="checkbox"/>	No Postmark	
<input checked="" type="checkbox"/>	Postmark illegible	
<input type="checkbox"/>	Received from the House Office of Records and Registration	Date of Receipt
<input type="checkbox"/>	Received from the Senate Office of Public Records	Date of Receipt
<input type="checkbox"/>	Other (Specify): <input type="checkbox"/> Electronic Filing	Postmarked and/or Date of Receipt
PREPARER		DATE PREPARED 4-23-02

(6/2000)